

AN ORDINANCE approving the awarding of Reference #155 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and GE MOBILE COMMUNICATIONS DISTRIBUTION, INC. for the Communications Department.

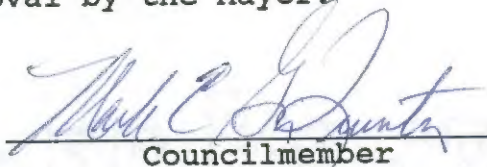
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #155 between the City of Fort Wayne, by and through its Department of Purchasing and GE MOBILE COMMUNICATIONS DISTRIBUTION, INC. for the Communications Department, respectfully for:


the 1991 purchase of mobile radios for the Communications Department;

involving a total cost of Thirty-Five Thousand and no/100+/- Dollars (\$35,000.00+/-), all as more particularly set forth in said Reference #155 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

REF. NO.: 1551
DEPT.: COMMUNICATIONS DEPT
DATE: 2/19/91
ITEM/SERV.: MOBILE RADIOS

PURCHASING INFORMATION

ADVERTISED BID: YES
DATES ADVERTISED: 1/11/91 & 1/18/91
OPENING DATE: 2/7/91
WRITTEN QUOTE:
DUE DATE:
VERBAL QUOTE:
SINGLE SOURCE:
NO. OF VENDORS NOTIFIED: 20
NO. OF VENDORS RECEIVING BID: 9
NO. OF VENDORS RETURNING BID: 4
NO. OF VENDORS DISQUALIFIED: 0
NO. OF VENDORS NOT RESPONDING: 16
DATE SENT TO DEPT FOR RECOMM.: 2/7/91
DATE RECOMMENDATION REC'D IN PURCH: 2/19/91

COUNCIL INFORMATION DATES SENT EXTENSION DATES
DATE INFO SENT TO LAW DEPT.: 2/19/91
INTRODUCTION DATE: 2/26/91
DISCUSSION DATE: 3/5/91
PASSAGE DATE: 3/12/91
ORDINANCE NO.:

BID # 1551
MOBILE RADIOS

VENDOR	MOTOROLA C & E	J & K COMM.	PARKERSON ELECT.	GE MOBILE RADIO	MIDLAND MOBILE
VHF MOBILE RADIO	\$534.00 MAXTRAC	\$492.10 XTR	\$543.00 RADIUS	\$563.75 MVS	no bid
UHF MOBILE RADIO	\$530.00 MAXTRAC	\$540.20 XTR	\$543.00 RADIUS	\$610.50 MVS	no bid
OPTIONS I/O	\$98.00	included	included	\$42.25	no bid
BASE POWER SUPPLY	\$280.00	\$108.00	\$154.00	\$191.75	no bid
DC REMOTE ADAPTOR	\$236.00	\$148.50	\$263.00	\$152.75	no bid
TONE REMOTE ADAPTOR	\$1,144.00	\$256.66	\$417.00	\$305.60	no bid
2 TONE DECODER	\$121.00	\$117.00	\$65.00	N/C	no bid
DTMF ENCODER	\$111.00	\$102.00	\$160.00	\$175.50	no bid
2 OR 4 CHANNEL	\$364.00 \$360.00	N/A N/A	\$443.00 \$443.00	\$473.00 \$519.75	no bid no bid
PROGRAMMING	\$515.00	\$185.00	\$273.00	\$315.00	no bid
** OPTIONS **					
EXTERNAL SPEAKER	\$29.00	\$27.90	\$38.00	\$25.90	no bid

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 2-7-91 @ 11:00 AM BID REFERENCE # 1551

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR FIFTY (50) +/- MOBILE RADIOS

PER SPECIFICATIONS

AND REQUESTED BY COMMUNICATIONS DEPT

THIS BID REQUIRES A XXXX \$500.00 BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: XXX % IF PAID WITHIN XXXX DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME GE MOBILE COMMUNICATIONS DISTRIBUTION, INC.

STREET ADDRESS 11311 CORNELL PARK DR. , SUITE 300

CITY CINCINNATI, OHIO 45242 PHONE # (513)530-7253

BY *W. K. K. K. K. K.*
REPRESENTATIVE SIGNATURE

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

Date: 2/4/91

1. Governmental Unit: _____
2. County: _____
3. Bidder (Firm): GE Mobile Communications Distribution, Inc.
Address: 11311 Cornell Park Dr., Suite 300
City/State: Cincinnati, Ohio 45242
4. Telephone Number: (513) 530-7253
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to City of Ft. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

W.D. Huchman
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
Allen) ss:
COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

GE Mobile Communications Distribution, Inc.

Bidder (Firm)

W.D. Huchman
Signature of Bidder or Agent

Subscribed and sworn to before me this 4 th day of February, 19 91

My Commission Expires: 2-7-91

County of Residence: HAMILTON

Edward F. Hoffmeyer
Notary Public

EDWARD F. HOFFMEYER
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for _____ classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: _____

Date: _____

EDWARD F. HOFFMEYER
Notary Public, State of Ohio

My Commission Expires February 7, 1991

CITY OF FORT WAYNE

The mobile radios requested in this bid will be used by the Police, Fire, and other City Departments. These radios are to be front mounted units for both VHF and UHF operation. It is anticipated there will be 40 radios ordered during 1991 under this bid.

GENERAL SPECIFICATIONS COMMON TO ALL RADIOS:

1. Radios are to be synthesized and field programmable. Programming shall include the transmit and receive frequency, tone squelch code (CTCSS or DCS). Programming will be done with and IBM PC OR IBM XT compatible computer.
2. The radio shall be capable of a minimum of 16 channels for operation. Channels that are not programmed shall be capable of deletion by programming from the channel list displayed to the user.
3. User programmable priority scanning with 2 levels of priority must be present in the radio. Visual indication must be present to display when a priority channel is being received.
4. The microphone, power, antenna cables shall be detachable from the radio to aid in servicing.
5. A "hangup box" for the tone squelch and associated wiring is not permitted but instead, a tone squelch switch (ie ground sensing, button, magnetic switch) located in the microphone will be used.
6. The radio will be designed for compact mounting in the front of the vehicle. A non-locking mounting bracket will be included with the radio. The radio shall not be larger than 2.25" high by 7.25" wide by 8.5" deep. The radio must be operable between -20F and + 130F.
7. Operation will be from 12vdc as found in normal vehicle electrical systems. Whine and noise reduction must be present in the radio to prevent unwanted noise on transmit and receive. Ignition control of the radio must be possible.

8. The radio shall be designed to operate into a 50 ohm RF load with .0005% stability on transmit and receive.
9. Protection circuitry shall be included in each radio to prevent transmitter damage in the event of a damaged or missing antenna.
10. The radio shall meet all FCC specifications part 90 as required at time of bid and purchase.
11. The unit must be a current model presently in production and must meet or exceed the attached specifications.
12. Warranty of the equipment shall be at least 90 days on labor and 1 year on parts. Local (City of Ft. Wayne) service must be available for warranty work.
13. Replacement parts shall be available for at least 15 years after expiration of this bid.
14. Each radio shipment shall have a manual supplied at no cost if desired by the City of Ft. Wayne for the supplied model of radio.
15. Delivery will be within 3 weeks of receipt of a purchase order. Delivery will be FOB destination.
16. If requested, a technical manual and radio must be available at no cost for inspection by the Chief Technician of the Ft. Wayne Communications Department. The radio should be similar to the model that is bid.

SPECIFICATIONS FOR VHF FRONT MOUNTED MOBILE RADIO:

1. Radios are for operation in the VHF FM band operation (146-174 mhz).
2. Minimum specifications of the receiver are:
 - A. Frequency range is 146 to 174 mhz.
 - B. 12 db sinad sensitivity is .3 uv.
 - C. EIA 2 signal selectivity is -80 db.
 - D. EIA intermodulation is -78 db.
 - E. Image & spurious rejection is -85 db.
 - F. Audio output at least 3 watt at less than 5% distortion with the internal speaker.
 - G. Specifications shall be maintained over 24 mhz spread.
3. Minimum specifications of the transmitter are:
 - A. Frequency range is 146 to 174 mhz.
 - B. Minimum RF power output is 40 watts.
 - C. Conducted spurious & harmonic no greater than -70 db.
 - D. FM noise no greater than -55 db.
 - E. Specifications shall be maintained over 24 mhz spread.

SPECIFICATIONS FOR UHF FRONT MOUNTED MOBILE RADIO:

1. Radios are for operation in the UHF FM band operation (449-470 mhz).
2. Minimum specifications of the receiver are:
 - A. Frequency range is 449 to 470 mhz.
 - B. 12 db sinad sensitivity is .3 uv.
 - C. EIA 2 signal selectivity is -80 db.
 - D. EIA intermodulation is -75 db.
 - E. Image & spurious rejection is -85 db.
 - F. Audio output at least 3 watt at less than 5% distortion with the internal speaker.
 - G. Specifications shall be maintained over 20 mhz spread.
3. Minimum specifications of the transmitter are:
 - A. Frequency range is 449 to 470 mhz.
 - B. Minimum RF power output is 25 watts.
 - C. Conducted spurious & harmonic no greater than -60 db.
 - D. FM noise no greater than -50 db.
 - E. Specifications shall be maintained over 20 mhz spread.



WARRANTY

- A. General Electric (hereinafter "Seller") warrants to the original purchaser for use (hereinafter "Buyer") that Equipment manufactured by Seller shall be free from defects in material, workmanship and title, and shall conform to its published specifications. With respect to any Equipment not manufactured by Seller (except for integral parts of Seller's Equipment to which the warranties set forth above shall apply), Seller gives no warranty, and only the warranty, if any, given by the manufacturer shall apply.
- B. Seller's obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties (except as to title) occurring within the following periods of time from date of sale to the Buyer and are conditioned on Buyer's giving written notice to Seller within thirty (30) days of such occurrence:
1. for fuses, incandescent lamps, vacuum tubes and non-rechargeable batteries, operable on arrival only.
 2. for parts and accessories (except as noted in B.1) sold by Seller's Service Parts Operation, ninety (90) days.
 3. for all other Equipment of Seller's manufacture, one year from the date of acceptance.
- C. If any Equipment fails to meet the foregoing warranties, Seller shall correct the failure at its option (i) by repairing any defective or damaged part or parts thereof, or (ii) by making available at Seller's factory any necessary repaired or replacement parts. Any repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the Equipment in which it is installed. Where such failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price. Labor to perform warranty service will be provided at no charge only for the Equipment covered under Paragraph B.3, and only during the first three (3) months following the date of sale to the buyer. Thereafter, labor will be charged at prevailing rates. To be eligible for no-charge labor, service must be performed by an authorized General Electric Service Station or other Servicer approved for these purposes either at its place of business, for mobile or personal equipment, or at the Buyer's location, for fixed location equipment. Service on fixed location equipment more than thirty (30) miles from the Service Station or other approved Servicer's place of business will include a charge for transportation.
- D. Seller's obligation under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller's written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.

- E. The preceding paragraphs set forth the exclusive remedies for claims (except as to title) based upon defects in or nonconformity of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
- F. The total liability of Seller, for any and all claims arising out of or connected with the performance or non-performance of any obligation under this Contract shall be limited to the price of the item which gives rise to the claim, and in no event, whether as a result of breach of contract, guarantee, alleged negligence or otherwise, shall the Seller have any liability for indirect, incidental or punitive damages. All such liabilities of Seller shall terminate upon the expiration of the Warranty Period. As used in this paragraph, the term "Seller" shall include Seller, its affiliated companies, directors, officers, employees, agents, vendors, subcontractors and suppliers.

"1. Manager-Sales and Distribution Operation;
Manager-International Sales;
Manager-Bids and Proposals;
Manager-Marketing Operation;
Manager-Public Service Marketing;
Manager-Business & Industrial Marketing;
Manager-Cellular Marketing;
Manager-Marketing Communications;
Manager-System Services;
Manager-Customer Services;
Manager-Direct Sales;
Manager-Indirect Sales;
Manager-Cellular Sales;
Manager-National Accounts;
Manager-Sales Analysis and Planning;
Region Manager;
Territory Sales Manager;
District Sales Manager; and
Major Account Manager; to execute:


"(A) Sales, purchase and consignment contracts, bids therefor, (including contracts providing for or relating to a franchise for the distribution or resale of this Company's products) and documents in connection therewith, including bids to and contracts with any Municipal, County or State Government, or with the Government of the United States or a foreign country, or with any agency or department of any such Government and bonds to secure the performance of such bids and contracts; and

"(B) Installation, erection, and service contracts and bids therefor and documents in connection therewith (including but not limited to installation, erection, and service contracts and bids therefor, with any Municipal, County or State Government, or with the Government of the United States or a foreign country, or with any agency or department of any such Government) and bonds to secure the performance of any such contract or bid.

"2. The Manager-Finance Operation to execute assignments, waivers of lien, releases, guaranties, mortgages, indentures, credit agreements and such other agreements, documents or other instruments as may be necessary or advisable, relating to either direct or indirect financing in connection with sales by the Company, or the collection of debts, and proofs of claims and other instruments to be filed or used in any bankruptcy or insolvency proceedings." ***

WITNESS my hand and seal of said Company this ____ day of _____, 19__.

ASSISTANT SECRETARY


A. T. Witherington

POWER OF ATTORNEY

Know all Men by these Presents, That the **FEDERAL INSURANCE COMPANY**, 15 Mountain View Road, Warren, New Jersey, an Indiana Corporation, has constituted and appointed, and does hereby constitute and appoint **Lillian Burford, R. Kevin Dwyer, Eddie Monteith and Howard W. Marsh of Dallas, Texas**-----

Each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings (other than Bail Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking.
2. Surety bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds in Transportation Companies; Lost Instrument bonds; Lease bonds; Workers' Compensation bonds; Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said **FEDERAL INSURANCE COMPANY** has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of May 19 90

Corporate Seal



Richard D. O'Connor
Assistant Secretary

FEDERAL INSURANCE COMPANY

By

James D. Dixon
James D. Dixon
Vice President

STATE OF NEW JERSEY
County of Somerset

SS.

On this 1st day of May 19 90, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the **FEDERAL INSURANCE COMPANY**, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the **FEDERAL INSURANCE COMPANY** and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with James D. Dixon and knows him to be the Vice President of said Company, and that the signature of said James D. Dixon subscribed to said Power of Attorney is in the genuine handwriting of said James D. Dixon and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



STATE OF NEW JERSEY
County of Somerset

SS.

Acknowledged and Sworn to before me
on the date above written.

Janet A. Scavone
JANET A. SCAVONE
Notary Public, State of New Jersey
No. 2066520
Commission Expires October 2, 1994

CERTIFICATION

I, the undersigned, Assistant Secretary of the **FEDERAL INSURANCE COMPANY**, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 2, 1990 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice Chairman or the President or a Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, Vice Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I further certify that said **FEDERAL INSURANCE COMPANY** is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

I, the undersigned Assistant Secretary of **FEDERAL INSURANCE COMPANY**, do hereby certify that the foregoing Power of Attorney is in full force and effect.

Given under my hand and the seal of said Company at Warren, N.J., this 29th day of January 19 91

Corporate Seal



Form 21-1 (1-90) GENERAL

Richard D. O'Connor
Richard D. O'Connor
Assistant Secretary



CHUBB GROUP OF INSURANCE COMPANIES

15 Mountain View Road, P. O. Box 1615, Warren, New Jersey 07061-1615

FEDERAL INSURANCE COMPANY

BID BOND

Bond No. 81272278-A

Amount \$ \$500.00

Know All Men By These Presents,

That we, General Electric Mobile Communications Distribution Inc.

(hereinafter called the Principal),
as Principal, and the FEDERAL INSURANCE COMPANY, Warren, New Jersey, a corporation duly organized under
the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Ft. Wayne
One Main St., Room 350
Ft. Wayne, IN 46802

(hereinafter called the Obligee),

in the sum of Five Hundred and no/100----- Dollars
(\$ \$500.00---), for the payment of which we, the said Principal and the said Surety, bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th
A. D. nineteen hundred and Ninety-One

day of January

WHEREAS, the Principal has submitted a bid, dated
for

February 7, , 1991

Provide Mobile Radios

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Obligee shall accept the bid
of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and
give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure
of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the dif-
ference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which
the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount
be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

General Electric Mobile Communications
Distribution Inc.

Principal

By:

W. D. Anderson

FEDERAL INSURANCE COMPANY

By:

Lillian Burford

Lillian Burford Attorney-in-Fact

Read the first time in full and on motion by Dir Jantz
seconded by Redd, and duly adopted, read the second time
title and referred to the Committee on Finance (and th
City Plan Commission for recommendation) and Public Hearing to be held aft
due legal notice, at the Council Conference Room 128, City-County Building
Fort Wayne, Indiana, on _____, the _____
of _____, 19____, at _____ o'clock, _____ M., E.S.

DATED: 2-26-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Dir Jantz
seconded by Redd, and duly adopted, placed on its
passage. PASSED ~~Lost~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS				
GIAQUINTA	<u>✓</u>			<u>✓</u>
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 3-12-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 1-56-91
on the 12th day of March, 1991.

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico SEAL
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 13th day of March, 1991
at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 18th day of March
1991, at the hour of 8:45 o'clock A M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

✓ 91-02-28

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 1551 for the purchase of mobile radios for the City of Fort Wayne through the Communications Department for 1991. The cost reflects the most responsive of four (4) vendors.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED: General Electric Mobile Radio met all specifications. Other bidders were not able to meet specifications. We presently have over 50 of these model of mobile radios in service. We are equipped to service this unit.

EFFECT OF PASSAGE: Replacement of 1965 to 1975 mobile radios that parts are no longer available for replacement or cost prohibitive. Radios for new vehicles that are added to the City's inventory of vehicles.

IF REPLACEMENT, WHAT NECESSITATES: Repair parts no longer available for current radios.

EFFECT OF NON-PASSAGE: Vehicles will go without 2 way radios, which include police, fire and city utilities.

PRIOR APPROVAL REQUESTED:

MONIES INVOLVED: General Electric \$35,000.00 +/-

PRICE AGREEMENT: Yes

PURCHASE ORDER:

ACCOUNT INFORMATION: Various Dept's

PRIOR APPROVAL:
(IF APPLICABLE)

DATE:

BILL NO. S-91-02-28

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GIAQUINTA, CHAIRMAN
DONALD J. SCHMIDT, VICE CHAIRMAN
BRADBURY, REDD, BURNS

WE, YOUR COMMITTEE ON Finance TO WHOM WAS
REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the awarding
of Reference #155 by the City of Fort Wayne, Indiana, by and
through its Department of Purchasing and GE MOBILE COMMUNICATIONS
DISTRIBUTION, INC. for the Communications Department

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) ~~(RESOLUTION)~~

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Mark E. Giaquinta

Bradbury

Don J. Schmidt

Mark Redd

Mark Burns

DATED: 3-12-91

Sandra E. Kennedy
City Clerk